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### WISCASSET SELECTBOARD, TAX ASSESSORS AND OVERSEERS OF THE POOR MINUTES, JUNE 7, 2022 COMMUNITY CENTER IN PERSON AND VIA ZOOM

### **Preliminary Minutes**

Present: Kim Andersson, Pam Dunning, Terry Heller, Vice Chair Dusty Jones, Chair Sarah

Whitfield, and Town Manager Dennis Simmons

Chair Sarah Whitfield called the meeting to order at 6:09 P.M.

1. Pledge of Allegiance

### 2. Approval of Treasurer's Warrants

- a. Pam Dunning moved to approve the payroll warrants of May 20, May 27, and June 3, 2022. Vote 5-0-0.
- b. Pam Dunning moved to approve the accounts payable warrants of May 24, May 31, and June 7, 2022. Vote 5-0-0.
- 3. Approval of Minutes
- a. Pam Dunning moved to approve the minutes of May 17, 2022, as written. Vote 5-0-0.
- 4. Special Presentations or Awards
- a. Town Report Dedication: Sarah Whitfield presented to the Rines family a copy of the 2021 Annual Report dedicated to the late Peter Rines in recognition of his service to the Town.
- 5. Committee Appointments none
- 6. Public Hearings:
- a. Proposed Sewer Rate Increase: Rob Lalli, Wastewater Treatment Plant Supervisor, said the sewer system was built in 1964 with upgrades in 1982 and 1992. The system includes the sewer plant, 18 pump station and 15 miles of piping and currently has three employees. The system serves about 833 meters and operates as an enterprise fund which requires the operation and maintenance of the system to be paid by revenues from sewer bills and impact fees. Cathy Robinson, Maine Rural Water Association, said the last rate increase was in 2019, when the recommended increase was 58%; however, the actual increase was only 30%. Shortfalls in revenue have been in excess of \$200,000. She said costs are increasing and a

recent DEP plant inspection revealed that the Sewer Deepartment was keeping rates artificially low by not collecting for contingency or depreciation. Because of funding deficits, the department has not hired a fourth employee and has deferred maintenance and repairs both within the plant and in the collection system. She cited budget shortfalls for the last four years where depreciation and contingency were not included. She said the total revenue requirement for 2023 is \$847,609, an increase of 46% over 2021. Annual increases in the proposed rate would range from \$81.60 to \$268.60 depending on cubic foot usage.

Robinson said that the state requires that rates of water and sewer shall "be sufficient at all times to pay the cost of maintaining, repairing and operating the revenue-producing municipal facility." The Sewer Department is asking for a 46.43% increase in revenues, which will cover operating expenses, debt service costs, a capital reserve to begin to fund necessary repair and maintenance projects, and a 2% contingency. The Sewer Department will need to adjust its rates to cover increases in operation and maintenance costs, provide for an appropriate amount of contingency and capital reserve, and begin to fund a depreciation account for the replacement of assets as they need to be retired. She said customers of the Sewer Department deserve to have a properly functioning and maintained system that preserves public health.

### Pam Dunning moved to open the public hearing on the proposed sewer rate increase at 6:38 p.m. Vote 5-0-0.

In response to questions, Rob Lalli said the 46% increase would not be required each year, but sewer rates would probably be increased each year according to the cost-of-living increase; an asset management plan will be put in place to determine what equipment needs replacing; additional hearings would be held and the 46% increase includes 2% for contingency but does not include depreciation. In response to Pam Logan's question, Lalli said the increase for minimal usage would not be 46% but 22%. Kim Dolce said that in the past when the sewer rates should have been increased by 56%, the board had reduced the proposed sewer rate increase to 30% and taxpayers were responsible for the excess. That same board had planned to increase the rates each year to make up for the deficit, although that had not been done even though some members of that board were still in office the following years. Rob Lalli said that persons not on the sewer system will not be paying the increase. Chris Reid said those not on the sewer system should not be contributing to the capital reserves to pay off the shortfalls. Pam Dunning commented that when the sewer plant was built, townspeople who converted to the sewer system were told there would be no fees as it was a service of the town paid for by the town. Now homeowners are required to hook up to the sewer system and she thought the Town should continue to contribute toward the costs of the sewer system. Terry Heller asked if her monthly bill was going to go up \$6.90 and was told that was correct. In response to Dusty Jones' question, Lalli advised looking into the 40-year-old pipes and 30-year-old pumps to make sure that failures are not resulting in costs to treat rainwater. Asked about the term enterprise fund, Lalli said an enterprise fund does not receive federal or state funding or funds outside the revenue stream which includes impact fees and sewer bills as well as ARPA funds. However, in the future, federal funds may be available to deal with climate change issues. Dennis Simmons said there is a new infrastructure bill which may help, but in order to qualify for USDA funds,

the Town has to adequately finance the sewer system. Lalli said a priority list for repairs and upgrades will be generated after a new study. Dennis Simmons said no decision would be made that night; a workshop will be scheduled for the new board and ultimately the board will make a decision. He recommended a policy be drafted to deal with the issue in the future. Pam Dunning moved to close the public hearing on the proposed sewer rate increase at 7:17 p.m. Vote 5-0-0.

Pam Dunning moved to add a brief discussion with Bill Olver about the sewer plant to the agenda. Vote 5-0-0.

William Olver of Olver Associates Engineers, who has done studies on sewer plant infrastructures, said under Federal and State regulations, towns are required to maintain the infrastructure of sewer systems. He said that some of the town's sewer equipment that has a life expectancy of 20 years is now 60 years old and some of it is in critical condition. In addition to the condition of the equipment, there is the location of the sewer plant which would be in a precarious position if the sea level rises the estimated two feet in the next 50 years or experiences a hurricane with 17-foot waves. He said it was necessary to upgrade and evaluate to determine if the wastewater treatment plant can be saved at its current elevation or if it would be necessary to move it to a higher elevation. There are federal funds and grants available, but the town won't qualify unless it raises its rates.

Pam Dunning moved to add the James Weldon Johnson memorial under Unfinished Business. Vote 5-0-0.

### 7. Public Comment

Ed Polewarczyk said in the past he and Pam Dunning had shared many meetings, executive sessions, and trips to Augusta for MMA events even though they did not always agree on everything. He thanked Pam for her service to the Town.

Ben Rines wished Pam Dunning and Kim Andersson the best of luck.

Susan Blagden asked that the gravestones in the Ancient Cemetery be straightened, asked when the brick façade on the Wawenock building would be repaired and when the Town was going to hire a treasurer. Dennis Simmons said Public Works has been working on the gravestones in the cemetery. Work is being done on the inside of the Wawenock building and no exterior work can be done until the interior wall is completed. Dennis Simmons said he was currently the Town Treasurer. Susan Blagden said she did not think the Town Manager should also be the Treasurer. Simmons said he would be giving up that position.

Pam Logan asked who was in charge of the handicap sign at the post office. Dennis Simmons said he had ordered a stencil and the equipment so that Town staff can paint the signs.

Bill Maloney suggested that the parking spaces above the entrance to the post office parking lot be angled, making it easier to park there.

### 8. Department head or committee chair

### 9. Unfinished Business

- a. Marijuana Ordinance Update: The ORC had sent an initial draft of a marijuana ordinance to the Board for comment. Pam Dunning complimented the ORC on the detail in the ordinance which she said was close to a finished project. Sarah Whitfield asked that comments on the draft be forwarded to her or the ORC.
- b. James Weldon Johnson Memorial Proposal: Dusty Jones said the weekend of June 17-19 was set aside for the celebration, and a tree proposed for the common had been donated by the task force. Dusty Jones has donated a wooden bench he made for the area where a plaque honoring James Weldon Johnson and the white oak tree would be placed. Comments ranged from the need for a town vote for anything added to the Town Common to the possibility that others should be honored before Mr. Johnson was. It was pointed out that a year ago the task force had talked about a plaque downtown, not on the common, and the project had now grown to a planned 20' x 20' plot on the Town Common together with bench, plaque, and tree. Others, in favor of accepting the gift of a tree, said they were impressed with the work of the task force and Mr. Johnson's history as a diplomat, author, poet, novelist, and teacher. (Pam Dunning left the meeting during the discussion.) Terry Heller moved to accept the gift of a bench in honor of James Weldon Johnson. Vote 4-0-0. Sarah Whitfield said further discussion was needed on the gift of a tree, and since the proposal was received only shortly before the meeting, there hadn't been enough time to consider the proposal. Dennis said he understood that if tax dollars were going to be spent on this gift, it would need to be voted on by the town.

### 10. New Business

- a. Scholarship expenditure approved for the 2022 General John and Mrs. Jeanette French scholarship and the 2022 Lawrence B. Haggett Memorial Scholarship. Terry Heller moved to expend \$500 from the Lawrence B. Haggett Memorial Scholarship Fund and \$1,000 from the General John and Mrs. Jeanette French Scholarship Fund to the students who meet the scholarship's criteria selected by Wiscasset High School. Vote 4-0-0.
- b. Permit for Conduit Location Consolidated Communications of Northern New England. Terry Heller moved to approve the application from Consolidated Communications of Northern New England to place conduit along Chewonki Neck Road. Vote 4-0-0.
- c. Correspondence: Maine Art Gallery grant: A \$2,500 grant had been received.

- d. Maine Municipal Association Ed MacDonald Safety Enhancement Grant: Terry Heller moved to accept the Maine Municipal Association's Ed MacDonald Safety Enhancement Grant. Vote 4-0-0.
- e. Bid Opening 1994 Top Kick: The following bids were received:

E Ryan Leighton, Bowdoin	\$8,177
Randall Hamilton, Brunswick	\$4,270
Warren Smith, Livermore Falls	\$4,222
Matt Dorsey, Wiscasset	\$3,875
Ray Beliefleur/Tony Colby	\$3,202

Terry Heller moved to authorize the Town Manager to award the sale of the 1993 Top Kick to the highest qualified bidder. Vote 3-0-1 (Andersson abstained).

f. Donation from Atlantic Motor Car for AEDs: Terry Heller moved to accept the \$1,374 donation from Atlantic Motor Car to be used towards the purchase of AEDs. Vote 4-0-0.

### 11. Town Manager's Report

Dennis Simmons reported that following the report on the status of the Wastewater Treatment Plant, Bill Olver contacted the ME DEP to review the report and set up a meeting to discuss its findings and subsequent steps to move forward. Rob Lalli, Olver, and Dennis have met with Mike Jenkins of USDA RD to discuss funding options. Included in the supporting documents are the results of the financial study for rates completed by Cathy Robinson.

Erin Bean has applied on behalf of the town's Safety Committee to MMA's Ed McDonald Safety Enhancement Grant for the purchase of ergonomically correct office equipment for the town office staff. The grant for \$2,489 was awarded and Dennis Simmons asked the board to accept the grant.

Kerry Hadley has informed Dennis that the Maine Art Gallery has been awarded a Maine Historic Preservation matching grant for \$2,489 from The 1772 Foundation for a Conditions Assessment. The grant will help lay the groundwork for future grants for preservation from the Foundation. This is the second grant received since the lease agreement was signed.

Work at the airport has been delayed by the necessity to remove clay deposits which if left would develop soft spots over time. The completion will be delayed by a couple of weeks. Work on cleaning the fuel tanks is scheduled to start June 7<sup>th</sup>.

The ORC has drafted two marijuana ordinances and if the board wishes to present these to the voters during the November general election, the board needs to have a warrant to Linda by September 1. The Legislature has passed a bill authorizing the state to reimburse municipalities that opt in to adult use for up to \$20,000 for expenses the municipality incurs developing and

passing ordinances. This includes the costs of legal review, holding a town meeting, printing ballots, etc.

On June 2<sup>nd</sup>, Dennis received a call from Senator Collins' office indicating that she has included the Old Ferry Road repair in her Congressionally Directed Spending requests. While this is not a guarantee it will ultimately be approved, it is a major step forward.

The office will close at noon on June 30 for year-end closeout.

Dennis reminded all that the east end of the municipal parking lot is closed on Fridays from 6 a.m. to 2 p.m. for the Wiscasset Farmer's Market. The parking area behind the municipal building may be used and accessed from Churchill Street.

### 12. Other Board Business

Sarah Whitfield thanked Kim Andersson and Pam Dunning, whose terms are ending, for their service to the Town.

a. Executive Session to discuss a personnel matter: At 8:19 p.m. Terry Heller moved to enter executive session pursuant to 1 M.R.S.A. §405 (6)(A). Vote 4-0-0. Dusty Jones moved to come out of executive session at 8:26 p.m. Vote 3-0-0 (Kim Andersson had left the meeting earlier).

### 13. Adjournment

Dusty Jones moved to adjourn the meeting at 8:26 p.m. Vote 3-0-0.

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### Town of Wiscasset May 2022 Monthly Reports





### AIRPORT REPORT

To: Dennis Simmons, Town Manager From: Rick Tetrev, Airport Manager

Re: May Monthly Report

Date: June 15, 2022

### **Fuel Sales**

> 100LL Avgas \$6,798.06 (1,205.330 gallons)

➤ Jet A

\$650.25 (144.500 gallons)

### Budget

Revenues:

As of the end of the month of May the airport has collected all but \$12,177.44 of the total of \$61,990.00 budgeted. That puts the airport's financial status in good standing to close out the fiscal year in June. Mentioned in April's report, it is standard practice, (Revenue line item 101-01-Fuel Sale Transfer in Spec Reserve) that the fuel in the tanks for sale at the end of the fiscal year will be included as an asset and the value will exceed the uncollected balance that stands now. There will also be other revenue categories for collection.

Expenditures: As of the end of May we have a \$33,381.10 of unspent budgeted funds. Barring any unforeseen events, we will come in under budgeted expenditures.

### Operations

0.0 Airport Closed for runway reconstruction

### Other Projects status:

- > Solar. The projected completion date still is expected to be sometime in December.
- > Runway reconstruction. Friday's June 10 update to airport community......

### Friday June 11 update:

I regret to say that the completion date has been moved again, this time it will be after the July 4<sup>th</sup> weekend. New opening date is now July 8<sup>th</sup> at 12 noon. I have to commend our contractor Pike Industries <a href="https://pikeindustries.com/about/our-history">https://pikeindustries.com/about/our-history</a>, a New England Company whose origins date back to 1870. They have been working from sunup to sundown every day of the week except for Sundays and the Memorial Day holiday. When they are here they begin early, at 6 am and work until 7 pm or later to get the work done. This week on two days, we had major rain events that shut down work and turned much of the surfaces into mud. Their goal was to start paving this last Wednesday but obviously, that did not occur. Weather permitting paving will begin next week.



- Our electrical contractor, Moulison North Corporation, electrical for airports & infrastructure, Biddeford, ME took advantage of the rain and assembled the new runway and the Alpha, Bravo, and Charlie taxiway lights. (see New Rwylights attachment). On the sunny days they diligently searched for the buried cable and connection boxes. Unfortunately, where the schematics of the underground electrical cables and junction boxes were shown they just were not there. For example, the schematics showed the junction boxes coming from the FBO building under the driveway, taking a right turn in front of the fuel tanks, and extending to a large junction box just prior to the taxiway. They found the marker for the main junction box two feet under the ground and about 20 feet to the left of the junction between the taxiway in front of the fuel tanks and the main taxiway. The junction box was 3 to 4 feet away from the marker and 5 feet below the surface. The cable runs cross the taxiway at that point. The attachment "Junction Box for RWY lights" will give you a clearer understanding of what I am describing.
- ➤ I am happy to report that the refurbishment of both the JetA and 100LL fuel tanks are complete. This was a 4-day project and went without a hitch. (Even though it was done in the pouring rain for two days.) The scope of work included: Tank Cleaning & Purging: Including pumping and filtering usable fuel out into an empty fuel truck, purged the tanks to an explosive limit of less than 5%, and had two technicians entering, cleaning and inspecting the interior of the tanks. Both technicians wore hazmat suits and were on a supplied air system with attendants on the outside of the tanks. It also included checking and updating much of the mechanical systems and adding safety features.

Bottom line: It will extend the life of the tanks saving the airport thousands of dollars over the years. More importantly, our fueling system is a safe system for humans, the environment, and your airplanes.

Oh, by the way, your Airport Committee has been working on a ribbon cutting and get together to celebrate this momentous occasion. It was and is still planned for JUNE 29 at 5pm until 7pm. We will be joined by the town Selectmen, members of the Chamber of Commerce and of course you, our aviator community. Everyone who receives this email is invited and encouraged to come and bring a friend. No, it will not be open quite yet but the good news is it will be very soon.

Respectfully submitted,

Rick Tetrev

"Discovering Wiscasset
One Flight at a Time"



### **EMS REPORT**

To: Dennis Simmons, Town Manager

From: Erin Bean, EMS Director Re: May Monthly Report

**Date:** June 15, 2022

**Runs by Wiscasset EMS** 

Scene Incident City Name (eScene.17)	Number of Runs	Percent of Total Runs
Wiscasset	54	65.06%
Dresden	10	12.05%
Westport Island	5	6.02%
Boothbay	3	3.61%
Brunswick	3	3.61%
Alna	2	2.41%
Edgecomb	2	2.41%
Boothbay Harbor	1	1.20%
Pittston	1	1.20%
Richmond	I	1.20%
Woolwich	1	1.20%
	Total: 83	Total

We are at 82.37% of our budget used we are at 88% for the year.

We have been attempting to help out Mid Coast hospital once a week with moving patients out. It has been successful and they are very appreciative. It has been less of a burden for them due to issues with their contracted service not having the ability to move patients and the FEMA truck has been discontinued.

Lincoln County Chief's association is working hard to represent the County and develop a strong back bone for the group that has not been represented well. I was voted secretary of the group for this year.

Bruce Howes from Atlantic motor cars has informed me that he has collected over \$1,300.00 for AED's from the folks at Atlantic motor cars! Bruce has been amazing in supporting EMS in the town. I will be going in and teaching his group a trauma class in June.



### FIRE DEPARTMENT REPORT

To:

Dennis Simmons, Town Manager

From:

Robert Bickford, Fire Chief

Re:

May Monthly Report

Date:

June 15, 2022

### **Operations:**

The fire department responded to 20 calls for service during the month of May. This is above average for the month which is around 16.

The calls for the month break down as follows: 5 motor vehicle accidents; 2 structure fires – 1 in Boothbay Harbor and 1 in Woolwich; 2 grass / brush fires; 4 fire alarms; 2 station coverage; 1 smoke investigation; 2 fuel leak; 1 assist to EMS and 1 "other".

Of our 20 calls this month, 15 were in town. We responded one time each to provide mutual aid to Boothbay Harbor, Damariscotta, Dresden, Edgecomb and Woolwich.

### Training:

Training for the month included Driver / Pump Operator training as well as SCBA / Search and Rescue training at the training site. We were proud to carry on our annual tradition of marking the graves of former members with flags and markers at all of our area cemeteries ahead of Memorial Day. Some of the chief officers attended an annual site review at Maine Yankee. Captain Steven Smith and I attended a 2-day class for fire department leadership hosted by the Augusta Fire Department on May 21 and 22.

### Staffing:

Our staffing stands at 19 members on the active roster with 6 members on the Lifetime roster.

### **Events:**

On May 7, members of the department as well as the community paid tribute to Larry Gordon at a memorial service at the First Congregational Church. Traditional fire department ceremonies were included in the service. It was a fitting tribute to a man who gave so much of himself to his town.

We had a visit from the 1<sup>st</sup> and 2<sup>nd</sup> grade from the Chewonki School on the 18<sup>th</sup>. We talked about fire safety, the tools that we use to put out fires and had a tour of the fire station.

We assisted Public Works replacing the flag pole lanyards at the waterfront and Scout Hall.

Respectfully submitted, Rob Bickford



### WISCASSET POLICE DEPARTMENT

To: Dennis

Dennis Simmons, Town Manager

From: Lawrence Hesseltine, Wiscasset Police Chief

RE:

May Monthly Report

Date:

June 2, 2022

The Police Department responded to 434 calls for service during the month of May, 180 more calls than May of 2021.

Officers responded to nine reportable motor vehicle accidents in the Month of May.

Officer Willhoite graduated the Maine Criminal Justice Academy, he finished #9 is his class of 63.

I attended the Maine Chiefs of Police annual conference in South Portland.

We had 1 overdose death this month. I continue to attend weekly peer groups for people struggling with addiction.

### 25 Arrests/Summonses were made for the following:

- Operation after habitual offender revocation
- Operating While license suspended or revoked
- Domestic Violence Assault
- Criminal Threatening
- Reckless conduct with Dangerous Weapon
- Failure to Register Vehicle
- Attaching False Plates
- Theft by Unauthorized Taking or Transfer
- Passing stopped school bus
- Violation of Protection From Abuse Order
- Driving to Endanger
- Leaving Scene of Motor Vehicle Accident



### Police Report

9-1-1 CHECK	
ABANDONED MV	2
Administrative	1
ALARM BURGLAR	11
ANIMAL COMPLAINT	4
ASSAULT	2
ASSIST CITIZEN	9
ASSIST OTHER AGENCY	4
ATTEMPT TO LOCATE	3
BURGLARY	1
CHILD ABUSE	1
CIVIL COMPLAINT	8
COMMUNITY POLICING	8
COMPLIANCE CHECK ON INMATE	1
Concealed Weapons Permit	1
CRIMINAL MISCHIEF	1
DEATH INVESTIGATION	2
DISABLED MV	3
DOMESTIC DISTURBANCE	5
DRUG INVESTIGATION	2
ERRATIC OPERATIONS	22
ESCORT/TRANSPORT	4
FIGHTING (NON-DOMESTIC)	1
FIRE OTHER	1
FIREWORKS	1
FOUND/LOST PROPERTY	3
HARASSMENT	2
HARBOR MASTER	15
JUVENILE PROBLEM	3
LOUD NOISE	3
MEDICAL EMERGENCY	17
MOTOR VEHICLE ACCIDENT	12
MOTOR VEHICLE STOP	104
PARKING PROBLEM	1
POLICE INFORMATION	11
PROPERTY CHECK	103
Records Request	2
School Resource Officer	7
SEARCH WARRANT	1
SERVICE	3
Sex Offender Registration	1
SPECIAL DETAIL	7



### Police Report

SUSPICIOUS ACTIVITY	4
THEFT / FORGERY / FRAUD	5
THREATENING	1
TRAFFIC CONTROL	4
TRAFFIC HAZARD	6
TRESPASSING	2
UNWANTED SUBJECT	6
VIOLATION OF PROTECTION	
ORDER	2
WARRANT ARREST	1
WELFARE CHECK	9
	434



### PUBLIC WORKS/TRANSFER STATION DEPARTMENTS

To: Dennis Simmons, Town Manager

From: Theodore Snowdon, Public Works Director

Re: May Monthly Report

Date: June 15, 2022

### **Operations:**

The month of May, for the Transfer/Public Works has been in full swing keeping up with summer priorities. In addition to our day to day duties we have managed to:

- Cemetery stone repair.
- Ditching throughout the town.
- Removing excess winter sand from under guardrails throughout the town.
- Creamery pier plank replacement.
- finished the process of getting ready for Memorial Day.
- Removed house trailer on Cronk Ln.
- Road stripping Water Street.
- Grader work on Dickerson Road.
- Finished clean up throughout the town.
- Assisting in Airport maintenance.
- Removed numerous hazard trees throughout the town.
- Tree trimming throughout the town roads
- Still trying to keep up with beaver dams throughout the town
- Town office grounds keeping.
- Staying on top of service and repair of all town owned vehicles including Transfer Station equipment
- Still working on roadside brush removal and chipping
- Street sign repair throughout the town
- Still trying to keep up with the pot holes and cold patch repair throughout the town.
- Still working with Town Office/Transfer Station in keeping public safe with covid.

### **Transfer Station duties**

For the Transfer Station things have been picking up due to the warmer weather and Sanitizing is still taking place throughout the day.

Also trucking 3 to 4 loads of garbage per week to Norridgewock, metal and demo to Topsham brush and wood to Boothbay.



### **Expense Summary Reports May**

Public Works: 76.67%

Transfer Station: 89.31% Revenue: 112.60%

Municipal Building: 75.52%

Waterfront: 44.64%

Cemetery: 45.91%

I would also like to mention the hard work and dedication of our Public Works and Transfer Station crew for keeping up with our duties. And the ongoing support from our Town Manager and staff.

To conclude, all is well within the Departments. Respectfully, Ted/crew



### HARBORMASTER REPORT

**To:** Dennis Simmons, Town Manager **From**: Lawrence Hesseltine, Harbormaster

Re: May Monthly Report

**Date:** June 2, 2022

Dock & Mooring Fee's Collected: \$150.00

- AM/PM Harbor Checks
- Online Mooring program is up and running. Callie has put in a lot of time on this project.
- > Several new moorings have been placed in the harbor by the installers.
- Sailboat tied up to the rec float for several days. I spoke with the owner about dock fees which he said he would submit when he left. He left without paying, working on collecting \$150 from him. I spoke with him on 5/31 and he said he would drop it off this afternoon at the Harbormaster's office. (Collected \$150.00
- ➤ Had some minor criminal mischief at the waterfront, no physical damage.
- ➤ Worked with PW to get the town's boat serviced and in the water.
- May was a busy month at the waterfront, fishermen getting their gear in for the season. I talked with several of them about the waterfront, they are looking forward to the cameras being installed.
- > Talked with Duane about the cameras and he said they are waiting on Spectrum.
- Received a report of a sunken skiff at the commercial float. It was pinned in the pilings and forced under water by the rising tide. I was able to get dislodged and it was bailed out and tied to the float. No numbers or markings on the skiff. Trying to locate the owner.
- > Took a report of a deteriorating float in the river near the Westport Island Bridge. I made contact with the owner who is making arrangements to get it pulled out.
- I was out of town for 6 days during the month of May



### SHELLFISH WARDEN REPORT

**To:** Dennis Simmons, Town Manager **From:** Jonathan Barnes, Shellfish Warden

**Re:** May Monthly Report

Date: June 2, 2022

**Areas Checked**: Clark's Point, White's Island, Pottle Cove, Hilton Cove, Mason station, Cushman Preserve, Back river, Berry Island, Eaton Farm, Young's point, Chewonki Creek, Montsweag Brook.

Diggers Checked: 4

Warning Issued: 0

Summons Issued and to Whom: 0

Comments: Met with a variety of diggers at various spots.



### WASTE WATER TREATMENT PLANT

To: Dennis Simmons, Town Manager

From: Robert Lalli, Waste Water Treatment Plant Superintendent

Re: May Monthly Report

**Date:** June 14, 2022

### PLANT OPERATIONS DISCHARGE PERMIT TESTING RESULTS:

Average Plant Flow 0.184 MGD

Licensed flow per day 0.620 MGD

Percent of average flow per day to license limit 30 %

Total Rainfall per month 0.82 inches

BOD EFFLUENT LAB RESULTS (mg/l)

For monthly average 6.5 mg/L

Weekly average 10 mg/L

Daily max. 10 mg/L

All within license limits YES

BOD Effluent Removal % 97 %

Required% 85 %

TSS EFFLUENT LAB RESULTS (mg/L)

Monthly average 11.5mg/L

Weekly average 29 mg/L

Daily max. 29 mg/L

all within license limits YES

TSS Effluent % Removal 94%

Required% 85%

Settable Solids within license limit of 0.3 mL/L YES

PH within license limits of 6-9 YES

**BACTERIA RESULTS** 

Fecal (tracked Year-Round) Instant Daily max 3 cfu/100m

(31) 1.22 cfu/100 ml

Geometric Mean (13) 3 cfu/100ml

Enterococci (April 15 – Oct. 31) Instant Daily 1.22cfu/100ml

max(8)

Geometric Mean (54)

TOTAL RESIDUAL CHLORINE

RESULTS (mg/l) 0.18 mg/l

Instant daily max (0.3 mg/L) 0.037 mg/l

Monthly Avg. max (0.1 mg/L)



**CHLORINATION VIOLATIONS (APRIL):** After experiencing plant upset from storms and a shock load in April, the process changes made at the plant have yielded successful results. The plant's effluent waters have rebounded from the cloudiness nicely and the plant has run within Permit compliance limits throughout May and into June.

**DEP INSPECTION**: With the COVID pandemic in decline, the DEP has resumed annual sewer plant inspections. Inspector James Knight performed an on-site evaluation at the Wiscasset Sewer Plant on 5/26/22. He examined our lab procedures, permit testing, record keeping, and plant equipment. He also examined plant processes and the quality of the effluent waters. He also made sure we were keeping up with employee continuing education, particularly safety and sewer license trainings.

The inspector seemed largely satisfied by plant processes and procedures. However, there were two items he clearly found issue with:

- 1) The sewer bill revenues are not properly funding the budget, particularly Capital Reserve and Contingency accounts. He was aware of our request for a sewer rate increase to remedy the problem and DEP wants it to go into effect.
- 2) The need to hire a 4<sup>th</sup> sewer plant employee as listed in the 2017 Consent Decree. We did have a 4<sup>th</sup> man on staff but he transferred out to another department in 2019. The inspector does understand the difficulties of hiring in this current climate but wishes us to do so soon.

**OTHER DEP RELATED NEWS:** James Crowley, DEP Compliance Supervisor and State Pre-Treatment Coordinator, visited the Wiscasset Sewer Plant on 5/19/22. He examined the quality of our plant effluent and seemed satisfied with the process changes we made. He did inform us that a State-Wide PFAS Effluent Waters Testing Program will be going into effect in August 2022 (at least a 1 year in duration). This will help establish the quantity of PFAS compounds getting through plant processes and entering rivers and streams, which is currently unknown.

The State of Maine will make the testing free of charge to sewer plants (including the sample bottles). However, each plant will be responsible for acquiring sampling apparatus and apparel, & will need to deliver the samples to one of several drop-off locations around the state. I have already begun to purchase the necessary sampling items.

**OLVER ENGINEERING STUDIES UPDATE**: Olver Associates, Engineers, have sent the drafts of the studies for the Sewer Plant, the Pumping Stations and the Excess Flows (Collection System) to Maine DEP for review. The Climate Adaptation Study is nearly ready and will be sent to them shortly. We are optimistic that the DEP will allow the Town of Wiscasset itself to decide if the Sewer Plant can stay or move elsewhere (due to rising sea levels/climate change). I would like to have another public hearing or a workshop/presentation to unveil final versions of the reports & climate study, and discuss their findings.

**MEETING WITH RD (Rural Development):** On 5/24/22, Dennis Simmons, myself, Bill Olver & Annaleis Hafford from Olver Associates, Engineers, met with Mike Jenkins from Rural Development, State of Maine, via Zoom. It was our initial discussion of avenues of funding for probable future capital investment needs for the Wiscasset Sewer Department.



**SEWER BILLING RATES:** My formal request for a sewer rate increase has been made, in a public hearing on June 7, 2022. I hope to have further discussion with the Select Board, once the newly elected members have been sworn in.

**NEW PLANT ADDRESS SIGN:** A new plant address sign is not normally newsworthy, but I felt it should be noted because of a problem with UPS and FEDEX erroneously delivering our packages to residential homes on Water Street (the Plant previously had no visible identifying address). The new sign has large letters and can be seen from Railroad Avenue and up the hill on Water Street. Hopefully this solves the problem. My apologies to all residents who found our packages on their front steps!

**LAB EQUIPMENT CALIBRATIONS:** A TMDE Calibration Laboratories technician came to the Sewer Plant on 5/25/22 and ran annual performance checks and calibration checks on all our lab equipment, as required. Other than a slight adjustment to our analytical balance, and a recommendation to replace an aging pH probe, all items were found to be in satisfactory working order.

LINCOLN COUNTY ARPA FUNDS: I was notified by Mary Ellen Barnes at Lincoln County that we are a strong candidate for receiving up to \$200,000 in ARPA Funds for sewer infrastructure improvements. She expressed that her committee believes that the monies would best serve area residents if they were used to help purchase and install more backup power generators for our pumping stations. This is certainly a critical need – to protect the environment from sewer overflows during power outages. I am addressing this need and such funding would be most welcome!

**DOT ROUTE 1 LANE WIDENNING PROJECT**: DOT contractor, Pratt and Sons, has completed work modifying and adjusting to grade, 8 manholes at the intersections being improved along Route 1 (Birch Point Rd., Old Bath Rd, and Old Ferry Rd.)

**PUMP STATION REPAIR:** Sewer Plant employees replaced a defective check valve at Pump Station #5 on Old Bath Road.

**NEW DUMP TRUCK:** Plant employees are very happy to be driving the new International brand sludge dump truck. It runs powerfully and smooth, and with its modern automatic transmission, the 4-hour drive to Unity and back, to deliver our sludge, is no longer an arm-tiring wrestling match with the ancient gear box! Many thanks to the Select Board and the Town of Wiscasset for funding it!

This concludes the Sewer Department Monthly Report for May 2022. Respectfully Submitted, Robert T. Lalli, Superintendent, Town of Wiscasset Sewer Department

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### Town of Wiscasset Sewer Rates and Fees Effective

### **METERED CHARGES**

### **QUARTERLY**

### **MONTHLY**

Minimum 0 - 900 Cu. Ft. \$114.00 Minimum 0 - 300 Cu. Ft. \$38.00

In Excess of 900 Cu. Ft. \$0.1465 per c.f. In Excess of 300 Cu. Ft. \$0.1465 per c.f.

Summer Metered - \$14.65 PER 100 Cu.Ft.

### **NON METERED CHARGES:**

Flat Charge

Quarterly Annually \$114.00 \$456.00

Sewer Connection Fee - \$300.00 (Residential and Commercial)

Camper Dumping Fee - \$38.00 per camper

Impact Fee - \$6.46 per gallon

(Example: 2 bedroom home 180 gallons per day) 180 X \$6.46 = \$1,162.80 impact \$1,162.80 impact + \$100.00 application = \$1,262.80

### Wiscasset Sewer Department Sewer Expense Accounts

	Actual	Actual	Actual	Adjustment	Unaudited	Adjustment Unaudited Adjustment	Pro Forma	%
	2018	2019	2020	2020 to Pro	2021	2021 unaudited to Pro	2023	Increase from
Account Name				Forma		Forma		2021
Salaries and Wages - Employees	\$145,591	\$175,787	\$170,985	\$34,086	\$143,879	\$61,192	\$205,071	
Employee Pensions and Benefits	\$42,446	\$65,019	\$7,737	\$3,074	\$7,054	23,757	\$10,811	
Maintenance and Repairs	\$21,492	\$6,730	\$4,253	\$28,747	\$12,399	\$20,601	\$33,000	
Materials & Supplies	\$15,514	\$32,826	\$44,317	\$14,448	\$36,130	\$22,635	\$58,765	
Contractual Services - Accounting/Other	\$61,737	\$77,957	\$75,294	\$31,711	\$60,983	\$46,022	\$107,005	
Insurance - Gen Liab, W/C, Other	\$28,771	\$31,259	\$97,799	\$49,374	\$95,166	\$52,007	\$147,173	
Sludge Disposal	\$19,984	\$17,065	\$18,621	\$2,159	\$15,032	\$5,748	\$20,780	
Bad Debt Expense	-	1	t	0\$	t	0\$		
Utilities	\$85,866	\$101,134	\$92,515	\$18,945	\$79,551	\$31,909	\$111,460	
Miscellaneous Expenses	\$4,132	\$2,693	\$3,498	\$4,798	\$4,163	\$4,134	\$8,297	
TOTAL OBEDATING EXPENSES	407 700	000						
IOIAL OPERATING EXPENSES	\$425,533	\$510,469	\$515,019	\$187,343	\$454,357	\$248,005	\$702,362	25%
Debt Service - Principal and Interest	\$ 47,629	\$ 47,629	\$ 47,629	\$0	\$ 47,629	\$0	\$ 47,629	
TOTAL OPEN AMERICA								
IOTAL OPERATING EXPENSES PLUS DEBT	\$473,162	\$558,098	\$562,648	\$187,343	\$501,986	\$248,005	\$749,991	49%
CON INGENCY ALLOWANCE								
Operating Expense	\$425,533	\$510,469	\$515,019	\$187,343	\$454,357	\$248,005	\$702,362	
l axes Other than Income	\$10,983	\$12,613	\$13,465	\$1,553	\$10,693	\$4,325	\$15,018	
Depreciation	\$0	\$0	\$0	30	0\$	0\$	\$0	
Abatements	0\$	\$128	\$2,664	\$2,336	\$568	\$4,432	\$5,000	
Capital Reserve	\$51,600	\$20,972	\$61,600	0\$	\$45,417	\$16,183	\$61,600	
income nems	0.9	\$2,033	\$0	\$0		\$0	\$0	
Debt Service.						\$0		
Principal and Interest	\$47,629	\$47,629	\$47,629	\$0	\$47,629	0\$	\$47,629	
Debt Keserves	\$0	\$0	\$0	\$0	0\$	0\$	\$0	
i otal Expenses Plus Debt	\$545,744	\$593,843	\$640,377	\$191,232	\$558,663	\$272,945	\$831,609	
Contingency Allowance	Ç	é	4	000				
Commission Allowance	O <del>p</del>	O <del>p</del>	O\$	\$16,000	\$21,126	-\$5,126	\$16,000	
TOTAL REVENUE REQUIREMENT	\$545,744	\$593,843	\$640,377	\$207,232	\$579,789	\$267,819	\$847,609	46%

# Wiscasset Sewer Department

# Proposed Sewer Rate Restructuring

-		Curre	ent Rates	Current Rates (2021 Billing)		1,1100,000			Pro	Pro Forma					
Unmetered Kates	Kates		Connection Fees Impact Fees (2021) Miscellaneous Feer Flat Fees	Connection Fees Impact Fees (2021) Miscellaneous Fees (camper dumping) Flat Fees	<b>ımping)</b> \$270.40	\$200 \$17,116 • \$3,741 \$8,923			91	16 \$456.00	\$300 \$17,213 * \$3,741 \$7,296	**************************************	*Account balances	Second	·
			r <del>-</del>	Total Unmetered Revenues	evenues	\$29	\$29,980				**	\$28,550; (\$	(\$1,430)	4. %	
Metered Rates	tes														
	Accounts Meter Count	Accounts Meter Count Minimums Meter Count billed in 2021 billed in 2021	Minimums billed in 2021	Usage	Rate	<u>Gross</u> Revenues	A Ac	Accounts Meter Count	Minimums Pro Forms	Rate	Gross	S	Revenues Sincrease Wino	nues % Increase	
Quarterly Monthly	705 128 833	565 121 687	2261 1457 3718	900 c.f. 300 c.f.	\$93.60 \$31.10	\$211,630 \$45,313				\$114.00 \$38.00	\$321,480 \$58,368	<u> </u>	\$109,850 \$13,055	51.91% 28.81%	
			Total Minimums, Quarterly	s, Quarterly and Monthly Bills	hly Bills	\$256,942				[ ]	\$379,848	*****			
			Add'i Usage Add'i Usage	15,856 100 cf 14,160 100 cf	\$10.40 \$9.10	\$10.40 \$171,451 \$9.10 \$128,856	1 × 1000 th		30,016	\$14.65	\$439,734	<u>\</u>	\$139,427	46.43%	
			Total Metered	Total Metered Rate Revenues		\$557	\$557,249				8	\$819,582 \$2	\$262,333	47.08%	
	Total Meter	Total Metered and Non-metered	netered		Actual 202	Actual 2021 Revenues \$587,229	7,229		а,	²ro Forma f	Pro Forma Revenues \$848,132  \$260,903	348,132/ \$2	60,903	44.43%	

	Overalliciease	Revenue Requirement \$847,609 Amount Generated Currently Less: Other Revenues \$557,229 Equals 1.521	Calculation of Per Cent Increase	
		Less: Other Revenues	Amount Generated Currently	\$587,229
			Less: Other Revenues	\$29,980
Less: Other Revenues	Less: Other Revenues			\$557,249
Less: Other Revenues	Less: Other Revenues		Equals	1.521

Revenue Requirement \$847,609

### Wiscasset Sewer Department **Long Term Debt**

ф.	%(
Rate	2.50%
Loan Outstanding 12/31/2021	\$903,092
Principal Forgiveness/ Grant	•
Par Value Authorized	\$ 974,000
Date of Maturity	1/8/2046
Date of Issue	1/8/2016
Issuer	2016 G.O. Bond 1/8/2016 1/8/2046 \$
	RD

-	above bonds:	
1-	apove	
- 117 3	of the	
11-	anie o	
4	SCLE	
40.0	ayment schedule	
ć	Ū	

.;.	Totals			\$47,629	\$47,629	\$47,629	\$47,629	\$47,629	\$47,629	\$47,629	\$47,629	\$47,629	\$47,629	\$47,629
poud:														
e of the above	Principal			\$47,629	\$47,629	\$47,629	\$47,629	\$47,629	\$47,629	\$47,629	\$47,629	\$47,629	\$47,629	
Payment schedule of the above bonds		Years Ending	30-Jun	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	3 year average

Reserves			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Years Ending	31-Dec	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	3 year average

Wiscasset Sewer Department	Sewer Operating Statement
Wiscasset (	Sewer Ope

Wisca	Wiscasset Sewer Department	er Depart	ment			
Sewe	Sewer Operating Statement	ng Stater	nent			
	2018	2019	2020	2021		Pro Forma
The state of the s				Draft Audit	Adjustment	2023
Utility Operating Income					from 2021	
Operating Revenues	472,418	491,087	270,000	587,229	260,903	848,132
Operating Expenses	425,533	510,469	515,019	454,357	248,005	702,362
Depreciation Expenses	167,110	167,326	169,515	169,515	(169,515)	
Capital Reserve	12,615	20,972	40,982	45,417	16,183	61,600
Taxes Other Than Income	10,983	12,613	13,465	10,693	4,325	15,018
Utility Operating Expenses	616,240	711,379	738,980	679,981	98,998	778,980
Utility Operating Income	(143,822)	(220,292)	(168,981)	(92,752)	161,905	69,153
Income from Utility Plant Leased to Others	•	t		1	•	•
Gains (Losses) From Disposition of Utility Property	I	t		1		•
Total Utility Operating Income	(143,822)	(220,292)	(168,981)	(92,752)	161,905	69,153
1000						
Other Income and Deductions		a de la companya de l			-	and the second
Other Income:					1	
Revenues from Merchandising, Jobbing (net of cost				ľ		•
	•			ľ	1	1
Non Utility Income	•	(2,033)	1,228		-	1
Deductions:						117,117,
Debt Retirement Provision	12,942	24,684	25,069	25,695	1.975	27.670
Debt Service Reserves	1	1		•	1	
Total Other Income and Deductions	(12,942)	(26,717)	(23,841)	(25,695)	(1,975)	(27,670)
Miscellaneous Nonutility Expense	-	•	ı		I	
Interest Expense	34,687	22,945	22,560	21,934	(1,975)	19,959
Abatements		128	2,664	5,000		5,000
Amortization of Debt Discount & (Pension) Expense	•	•	1	•	ı	ı
Total Interest Expense	34,687	23,073	25,224	26,934	(1,975)	24,959
Net Income (for rates)	(191,451)	(270,082)	(218,046)	(145,381)	161,905	16,524

### Wiscasset Sewer Department Sewer Operating Revenues

THE THE PARTY OF T	2018	2019	2020	2021		Pro Forma
				Draft Audit	Adjustment	2022/23
OPERATING REVENUES						
Unmetered Sales to Customers				8,923		7.296
Metered Sales to Customers	468,968	479,456	564,127	557.249	262 333	819 582
Assessment				-6	0001	700,010
Total	468,968	479,456	564,127	557,249	269,629	826.878
Connection Fees	324	400		200	100	300
Impact Fees	2,326	11,082	97	17,116	76	17,213
Total Sales of Water	471,617	490,938	564,224	583,488	260,903	844.391
OTHER OPERATING REVENUES						
Miscellaneous Service Revenue	801	150	5.776	3.741	•	3 741
Other Sewer Revenues			-	•	1	
TOTAL OPERATING REVENUES	472,418	491,087	570.000	587.229	260 903	848 132
					)))))	1)

### **Dennis L Simmons**

From: Rob Lalli <wwtp@wiscasset.org>
Sent: Tuesday, June 14, 2022 2:54 PM

Tuesday, June 14, 2022 2:54 PM

'Dennis L Simmons'

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Subject: FW: Explanation of billing analysis page from Rate Structure

Attachments: METER COUNT SEWER 2022.rtf; sewer cons report by acct no name jul 20 to jun 21 xlsx; Wisc Sewer Rate Case Final Analysis 061322.pdf

Dennis: Please see Cathy Robinson's final explanation of sewer rates study. A change was made on the PDF attachment, which now shows the flat rate change I would

Rob Lalli, Superintendent

Wiscasset Sewer Department

From: Cathy Robinson < crobinson@mainerwa.org>

Sent: Tuesday, June 14, 2022 9:15 AM

To: Rob Lalli (wwtp@wiscasset.org) <wwtp@wiscasset.org>

Cc: Kirsten Hebert < kirstenh@mainerwa.org>

Subject: Explanation of billing analysis page from Rate Structure

Hi Rob,

I have attached a few things for you to look at:

Updated page two of the rate analysis - I have added the word "revenues" in a few places on the billing analysis page to make it more clear to anyone who looks at it.

833 Total Sewer Meters. This is key to the rate case, and why the rate charge was less than a straight 46%. If this meter count is not at this level, then you will not collect the amount of revenues necessary to meet the revenue requirement. Meter Count by Category — this is what I received from Stacey as the number of meters for the sewer system, and this is what I based my pro forma on —

quarterly metered, flat, or zero billed for different reasons (vacancies, etc.) The yellow highlights represent the monthly bills, the red highlights show the Sewer Consumption Report for FY 2021 — I received this from Stacey as well, and went through every account to see which were monthly metered

of column J, there were 105 accounts that were zero billed or flat rates. The total bills sent in 2021 were 3,823, shown at row 3823, column D. For 2021, if you look at the bottom of column O, it shows that there were 1457 monthly bills sent out from 128 monthly metered accounts. At the bottom

# Page 2 of the Rate Analysis – Billing Analysis Test Year

Test Year, 2021 Current Rates and Billing – you will see the numbers from the above research.

### TEST YEAR FY 2021

				Monthly	Quarterly	-		
	686 Meters			121?	565?			Accounts
			3718 total bills	1457	2261	billed in 2021		Minimums
				300 c.f.	900 c.f.			Usage
	Total Minimums							
				\$31.10	\$93.60			Rate
	\$256,942			\$45,313	\$211,630			Gross
	833 Meters			128	705		Count	Meter
			4,356	1,536	2,820	Pro Forma		Minimums
				\$38.00	\$114.00			Rate
	\$379,848			\$58,368	\$321,480			Gross
- 1		- 1						- 1

### Page 2, Billing Analysis, Pro Forma:

of bills that the sewer department should be billing Out of the Sewer Meter Count (833 Meters), 705 accounts X 4 quarters = 2,820 Quarterly Bills, 128 Accounts X 12 months = 1,536 Monthly Bills - amount

2,820 Quarterly bills X 114.00 = \$321,480, which is \$109,850 more than the 2021 test year, and 51.91% more in revenue 1,536 Monthly bills X 38.00 (\$114 divided by 3) = \$58,368, which is \$13,055 more than the 2021 test year and 28.81% more in revenue.

### PRO FORMA, 2023

	Accounts	Minimums	Rate	Gross	_	Ş	%
		Pro Forma					
Quarterly	705 X 4	2,820	\$114.00	\$321,480		\$109,850	51.91%
Monthly	128 X 12	1,536	\$38.00	\$58,368		\$13,055	28.81%
		4,356 total bills					
Per meter count	833 Meters			\$379,848			

# Page 2, Billing Analysis, Excess Usage:

usage over 900 cubic feet. amount for the excess monthly usage of \$10.40 for usage from 901 cubic feet to 2700 cubic feet, when it should have been charged \$9.10 for monthly For the pro forma, I had to recalculate the excess usage because of the way the 2019 rate sheet was set up by the town, incorrectly charging a higher

feet. This created an excess in revenues of \$139,427, or a 46.43% increase in revenues. Rather than create two levels of excess charges, I blended the two stepped increase pro forma amounts into one single charge of \$14.65/hundred cubic

	IEST YEAR 2021					PRO FORMA		
Add'l Usage	15,856	100 cf   \$10.40	\$10.40	\$171,451	30.016		24 \$120 /27	/0C / 20/
Add'l Usage	14,160	100 cf \$9.10	\$9.10	\$128,856			-4	70.70/0

# Page 2, Billing Analysis, Total Revenues:

blended percentage increase of 47.08%. If you add up the Gross Revenue Columns of Quarterly Bills, Monthly Bills and Excess Usage, you get an increase in the metered rate of \$262,333, or a

Total Metered Rate Revenues	Add'l Usage Add'l Usage	Total Minimums, Quarterly and Monthly Bills \$256,942
Rate Revenues	15,856 10 14,160 10	Quarterly and N
	100 cf \$10.40 \$171,451 100 cf \$9.10 \$128,856	nonthly Bills
\$55	\$171,451 \$128,856	\$256,942
\$557,249	30,01	
	30,016 \$14.65 \$43	\$37
\$819,582	\$439,734	\$379,848
\$819,582   \$262,333	\$139,427	
47.089	46.439	

## Page 2, Billing Analysis - "Totals" line:

Pro Forma total revenues = \$848,132, less \$587,229 (2021 revenues), is an increase of \$260,902 or 44.43%, and meets your revenue requirement of \$847,609

# Page 2, Billing Analysis – Unmetered Rates, Flat fees:

for water billing, so that everyone pays their fair share of the system. charge each quarter. It increased the total revenues a bit. You could also add a seasonal rate of \$456/year with twice the minimum, which is the standard FYI -I increased the flat fees for the final analysis to \$456/year, which is the \$114.00 minimum X 4. This is a typical flat rate for users — to pay the minimum

To date all the tasks outlined in the proposal have been completed. Anything further would have to be discussed or written as a new proposal.

I'll talk to you at 1:00.

Thanks, Cathy

# HM Payson Monthly Statement of Wiscasset Accounts

277,295.43	12,361,333.37   \$	12,084,037.94   \$	\$ 12,8/6,0/7.37   \$	of whitehold we halled loted
95.34	4,249.92 \$	4,154.58	4,426.89	Town of Wiscasset Reserve Finds Total
71.50	3,187.42 \$	3,115.92	3,320.13	Town of Wiscasset Fire Department Vehicle Conits Department
	136,515.09	133,452.72	+	Town of Wscasset Highway Department Capital Reserve
1	\$ 452,789.65 \$	\$ 442,632.45 \$	\$ 471,644.48 \$	Town of Wscasset Roof Repair Reserve
	196,489.67	\$ 192,081.92 \$	\$ 204,671.79	Town of Wiscasset Retirement Health Insurance Reserve
	\$ 2,598,164.81 \$	\$ 2,539,881.52 \$	\$ 2,706,356.19	Town of Wiscasset Recreation Building Reserve
14,900.08	\$ 664,218.80 \$	\$ 649,318.72 \$	691,877.84	Town of Wiscasset Major Repairs Reserve
	\$ 493,080.44 \$	\$ 482,019.42	513,613.03	Town of wiscasset rullidce Replacement Reserve
1	\$ 4,872,462.94 \$	4,763,161.48	5,075,359.42	Town of Wiscosset Equipment Reserve
53,772.11	\$ 2,397,064.39 \$	\$ 2,343,292.28	2,496,881.66	Town of Wiscoscot Family and Reserve
5 12,183.31	\$ 543,110.24 \$	\$ 530,926.93	\$ 565,726.14	Town of Wiscoset Capital NeserVe
1	\$			Town of Wisperst Opsital Deserve
95,9	\$ 4,128,207.77 \$	\$ 4,251,814.59	\$ 4,524,882.09	i owil of wiscasset edowillent Fund Total
\$ 24.41	\$ 1,105.82   \$	\$ 1,081.41	1,150.86	Town of Wiscoscot Edougo at Fire I I I
\$ 939.94	\$ 42,575.85 \$	41,635.91	44,309.92	Recreation Scholarship Land
\$ 94.48	\$ 4,279.38 \$	4,184.90	4,453.67	Cooper-DiPerri Scholarchin Fund
\$ 833.89	\$ 37,772.13 \$	36,938.24	39,310.55	Wiscosco+ Community Contact Fall
\$ 13,270.75	601,111.64	587,840.89	20,254.25	Seth Wingren Fund
\$ 402.06	18,211.93	17,809.87	18,953.68	Mary Bailey Fund
\$ 21,356.02	967,342.03	945,986.01	1,006,740.78	Haggett Scholarshin Fund
	\$ 40,780.68 \$	39,880.37	42,441.63	Jarahae Rand Find
\$ 1,806.23	\$ 81,815.07 \$	\$ 80,008.84	85,147.31	Jackson Compton, Fund
(J)	-	2,281,702.86	2,428,242.40	General John Franch Scholarchia
\$ 4,847.96	\$ 219,593.25	214,745.29		Comptonic Trinch Final
Market Value	05/31/2022	04/30/2022	03/31/2021	Account Name
change in	as of	as of	as of	
	Market Value	Market Value	Market Value	
			The second secon	

06/15/2022 Page 1

Department(s): 100 - 134 May

Account	Budget Net	Curr Mnth Net	YTD Net	Pending Activity	Unexpended Balance	Percent Spent
100 - ADMINISTRATI	189,492.00	11,891.73	132,504.17	0.00	56,987.83	69.93
101 - AIRPORT	114,820.22	13,284.79	81,439.12	0.00	33,381.10	70.93
102 - ANIMAL CONTR	15,575.00	1,565.45	10,555.07	0.00	5,019.93	67.77
103 - ASSESSING	6,492.00	36.46	4,849.80	0.00	1,642.20	74.70
104 - BRDS & COMM	3,072.00	224.99	961.34	0.00	2,110.66	31.29
105 - CELEBRATIONS	13,850.00	824.00	12,992.24	0.00	857.76	93.81
106 - CLERK	95,280.00	6,630.41	85,707.18	0.00	9,572.82	89.95
107 - CEO	36,827.00	3,129.28	32,137.78	0.00	4,689.22	87.27
108 - COMMUN ORG	62,050.00	0.00	62,050.00	0.00	0.00	100.00
109 - CONTINGENCY	50,000.00	0.00	10,046.76	0.00	39,953.24	20.09
110 - CONTRACTS	254,000.00	9,016.92	114,625.06	0.00	139,374.94	45.13
111 - COUNTY TAX	661,295.00	0.00	661,294.52	0.00	0.48	100.00
112 - DEBT SERVICE	231,868.00	0.00	221,866.24	0.00	10,001.76	95.69
113 - ELECTIONS	22,668.00	5,303.48	10,568.64	0.00	12,099.36	46.62
114 - EMS	669,586.36	52,060.68	551,538.89	0.00	118,047.47	82.37
115 - FD FIRE DEPT	147,839.00	8,726.50	99,346.16	0.00	48,492.84	67.20
116 - FINANCE	266,039.00	17,950.46	208,208.12	0.00	57,830.88	78.26
117 - GA	24,703.00	1,510.74	13,972.26	0.00	10,730.74	56.56
118 - MUN BULIDING	77,160.00	6,037.84	58,268.39	0.00	18,891.61	75.52
119 - MUN INSURANC	160,875.00	3,441.48	131,315.06	0.00	29,559.94	81.63
120 - OVERLAY	43,819.60	0.00	2,259.00	0.00	41,560.60	5.16
121 - PARKS & REC	823,891.00	58,938.84	773,527.52	0.00	50,363.48	93.89
122 - PLANNING	63,588.78	15.12	13,521.84	0.00	50,066.94	21.26
123 - POLICE	587,112.00	46,885.42	461,861.66	0.00	125,250.34	78.67
125 - PUBLIC UT	317,930.00	48,860.52	290,280.88	0.00	27,649.12	91.30
126 - PUBLIC WORKS	712,215.00	34,146.59	546,041.17	0.00	166,173.83	76.67
127 - SELECTMEN	27,362.00	1,387.27	20,083.20	0.00	7,278.80	73.40
128 - SCHOOL TOWN	5,923,208.52	493,600.75	5,429,608.25	0.00	493,600.27	91.67
129 - SR CENTER	14,466.00	1,394.52	10,513.13	0.00	3,952.87	72.67
130 - SHELLFISH	6,000.00	290.46	3,197.48	0.00	2,802.52	53.29
131 - TIF	246,512.54	0.00	246,512.54	0.00	0.00	100.00
132 - TRANSFER ST	610,120.18	52,023.18	544,924.58	0.00	65,195.60	89.31
133 - WATERFRONT	61,975.00	4,139.56	27,668.31	0.00	34,306.69	44.64
134 - COMP PLAN Final Totals	20,000.00 12,561,692.20	0.00 883,317.44	2,576.64 10,876,823.00	0.00 0.00	17,423.36 1,684,869.20	12.88 86.59



### WISCASSET 11:09 AM

### Revenue Summary Report Fund: 1 July to May

06/15/2022 Page 1

	Budget		Y T D	)	Uncollected	Percent
Account	Net	Debits	Credits	Net	Balance	Collected
101 - AIRPORT	61,990.00	690.76	50,503.32	49,812.56	12,177.44	80.36
102 - ANIMAL CONTROL	400.00	0.00	875.00	875.00	-475.00	218.75
107 - CODE ENFORCEMENT	26,400.00	16.00	28,919.00	28,903.00	-2,503.00	109.48
114 - EMS/AMBULANCE	307,256.00	219,857.00	609,969.92	390,112.92	-82,856.92	126.97
117 - GENERAL ASSISTANCE	0.00	0.00	1,600.00	1,600.00	-1,600.00	
121 - PARKS & RECREATION	406,780.00	6,682.00	482,526.89	475,844.89	-69,064.89	116.98
123 - POLICE DEPARTMENT	1,350.00	0.00	1,430.00	1,430.00	-80.00	105.93
129 - SENIOR CENTER	3,000.00	0.00	6,164.24	6,164.24	-3,164.24	205.47
130 - SHELLFISH CONSERVATION	2,650.00	0.00	720.00	720.00	1,930.00	27.17
132 - TRANSFER STATION	257,541.00	134.73	290,125.30	289,990.57	-32,449.57	112.60
133 - WATERFRONT & HARBORS	16,450.00	0.00	15,044.80	15,044.80	1,405.20	91.46
190 - STATE REVENUES	960,920.82	0.00	1,118,794.84	1,118,794.84	-157,874.02	116.43
191 - TAXES	9,984,615.46	1,055.88	10,064,628.58	10,063,572.70	-78,957.24	100.79
192 - CHARGES FOR SERVICES	65,400.00	194.45	57,179.61	56,985.16	8,414.84	87.13
193 - OTHER REVENUES	466,938.92	828.91	221,667.26	220,838.35	246,100.57	47.29
Final Totals	12,561,692.20	229,459.73	12,950,148.76	12,720,689.03	-158,996.83	101.27



### Office of the Town Clerk

51 Bath Road Viscasset, ME 04578

Phone: (207) 882-8200 Fax:(207) 882-8228

INCORPORATED AND PEBRUARY 13	MINUTE 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	E-mail: clerk@wiscasset.org	-8228
of Lincol	BUSINESS LICENSI	E APPLICATION	
Town of Wiscasset must	complete this Application	ociation or partnership doing business wit	
Name/Title of Business:	Sally A Hinsch dba Salmo Existing Business XI 1.5 years i	n Falls Counseling, LLC	
Preferred mailing addres Business phone number:	scurrently: PO Box 453, E 208-927-0287	to 61 Flood Ave, UnitMap/LWiscasse Buhl, ID 83316; will update health counseling office	•
Owner's name: Sally A		Owner's phone: 208-927-0	0287 boro end of June
*This information will be *If you are an existing bu	pers: home: 603-918-7116 e shared with 911 so you can be	cell: 208-927-0287 e contacted in case of after hour emergence on the Town of Wiscasset Website p	 cies. lease
Have you seen the Code Will you need a sign pern Will this business be a ho This business will be a: O Would you like a link to you	Enforcement Officer and Town nit? sign already exists on me occupation? no Corporation or LLC-LC	Partnership not partnershipprietorsolo	
Please be aware that State three years with the Town	licenses and permits may be re of Wiscasset.	equired. This application must be updated	levery
sally A Hinsch, of the above name firm or aware that all applicable lowith before this License ca	business, and make oath that to cal, state and federal ordinance	owner hat I am he information stated above is true and I a es, laws, rules, and regulations must be co	am omplied
Date: 6/3/2022   17:1	17 EDT Signatu:	re: Sally A Hinsch	
	(TOWN CLERK SECT	TION BELOW)	
DATE RECEIVED: 06/07/2022	DATE APPROVED:	ASSESSING: WEB/LIST:	***************************************

### **BUSINESS LICENSE APPLICATION-NEW**

Code Enforcement Officer:  Comments:  Signed:  Dated:  Wiscasset Police:  Comments:  Signed:  Dated:  Planning Department:  Comments:  Signed:  Dated:  Fire Department:  Comments:  Signed:  Dated:  EMS Department:  Comments:  Observisional by:  Signed:  Dated:  Dated:  EMS Department:  Comments:  Comments:  Douclisional by:  Signed:  Dated:  Dated:	Business Requesting License: Salmo	on Falls Counseling LLC
Signed:		
Wiscasset Police:  Comments:  Signed:		
Signed:	Wiscasset Police:	
Comments:  Signed: Dated:  Fire Department: Comments:  Signed: Dated:  EMS Department: No Concerns Comments:  DecuSigned by: Signed: Dated:  Dated:  Maste Water: Comments: No concerns at this time.  DocuSigned by: Dated: Dated		
Signed:		
Comments:  Signed:  Dated:  EMS Department: No Concerns Comments:  Docusigned by:  Signed:  27D6E4899FD143E  Waste Water: Comments:  Docusigned by:  Signed:  Dated:  Dated:  Dated:  Docusigned by:  Dated:  Docusigned by:  Dated:  Dated	The second secon	
Signed:	Comments:	
Dated: Dated: 6/7/2022   18:17 EDT  Waste Water: Comments: Docusigned by:  Dated: 6/7/2022   18:17 EDT  Dated: 6/7/2022   18:17 EDT  Dated: 6/8/2022   08:14 EDT		
Waste Water: Comments: No concerns at this time.  Docusigned by:  Signed: Kol Lalli  Dated: D	DocuSigned by:	6/7/3033 49.47 FD3
Dateu.	Waste Water: Comments: Docusigned by:	
License Approved: Dated:	2DE25B2E2D874D9	Dates

recd. 6/7/22



May 20, 2022

Compassion. Connection. Community.

Town of Wiscasset Dennis Simmons, Town Manager 51 Bath Rd. Wiscasset, ME 04578



Dear Mr. Simmons,

Please find enclosed the agreement for services between Midcoast Humane and the Town of Bowdoinham covering the period from July 1, 2022 to June 30, 2023. We ask that you please sign the contract, make a copy for yourself and return the original to me in the envelope provided. After we receive your signed agreement, we will generate an invoice.

As you will see in the contract, your annual rate has gone from \$5,411.40 to \$5,425.90 because of the change to the town's population as reported by the 2020 Census. Your per capita rate of \$1.45 per resident has not changed.

Despite the ups and downs of 2021, Midcoast Humane continues to prosper! The renovations to our new sheltering facility at 5 Industrial Parkway in Brunswick are nearing completion, and we expect to move the animals from our Range Road facility in the summer of 2022. The Edgecomb facility will continue to provide vital services, and we plan to increase our presence in Lincoln County with expanded community programming and support.

Leading the project is our Executive Director, Jess Townsend. Jess has worked in the field of animal welfare for nearly 20 years, and serves on the board of the New England Federation of Humane Societies. We are excited for what the future holds under her guidance.

We value our relationship with the towns we serve, and would welcome the opportunity to answer any questions you may have. Please feel free to contact me at any time.

Sincerely,

Kate Griffith

Marketing & Communications Manager



#### Midcoast Humane and Town of Wiscasset Agreement for Services

This agreement, made and entered into on May 20, 2022, by and between the Town of Wiscasset, Maine, a municipal corporation hereinafter referred to as the Municipality, Lincoln County, hereinafter referred to as the County, and Midcoast Humane, a non-profit corporation established under the laws of the State of Maine, hereinafter referred to as MH. This agreement will cover the contract period beginning July 1, 2022, and ending June 30, 2023.

MH, the Municipality and the County, in consideration of the payments set forth in Section X below, agree as follows:

#### I. Services to be provided

The services to be performed under this Agreement are for animal shelter management services in accordance with the terms, conditions and specifications contained or referenced herein.

- 1. MH will furnish, manage and operate animal shelter facilities located at 27 Atlantic Highway, in Edgecomb, Maine. MH shall be responsible for the day-to-day custodial care of the shelter facility and grounds, including the removal of litter and debris from outdoor areas and for use of all utilities, including, without limitation, electric, gas, water, oil, sewage and telephone.
- 2. MH will provide adequate food, water, shelter, space, care, treatment and transportation for small domestic companion animals which come into its custody through the following:
  - A. Animals that are voluntarily surrendered by residents of the Municipality.
  - B. Stray animals and impounded animals that are apprehended by the Municipality's Animal Control Officer, other authorized employees of the Municipality or authorized employees of the County
  - C. Stray animals that are found by residents of the Municipality and are brought to MH by such residents.
- 3. As the Municipality has entered into an agreement with the County in which the County has agreed to provide animal control services on behalf of the Municipality, the County is obligated to pick up stray dogs and stray cats and deliver those animals to MH. ("Stray cat" means a cat that is not under the obvious control of an individual, which is reported as being at large for at least two days, and which may appear not to be properly cared for.)

- 4. A duly authorized representative of the County, customarily the County's Animal Control Officer, hereinafter referred to as the Representative, will be furnished a key or code to MH's isolation area for the purpose of delivering animals during hours when MH is not open to the public. During hours when MH is open to the public, the Representative shall deliver animals to the isolation area and shall, in both cases, complete all required paperwork. The Municipality and County shall at all times provide MH with the name of their Representatives and contact information and shall notify MH of any changes. The Municipality and/or County shall be responsible for obtaining the key from any former Representative and providing such key to its current Representative.
- 5. In the event that the Representative delivers an animal to MH, the Municipality and/or County shall be responsible for notifying the animal's owner of such impoundment and disclosing the owner's name and address to MH. The Municipality shall be responsible for collecting all fines imposed upon the animal's owner by the Municipality for violation of animal welfare offenses. MH shall release the animal to its owner only upon proof of such payment of all fines and fees, as well as upon the payment by the Municipality or the animal's owner to MH of any fees assessed by MH, as stated below.
- 6. All animals that are brought to MH by a Representative shall not be removed from MH by a Representative other than upon the written authorization of MH.
- 7. Any Representative that picks up sick or injured animals must call MH to see if a veterinarian is on premises before bringing said animals to MH. If no veterinarian is at MH, the animals must be brought to a different veterinary clinic or like facility for care. If an MH veterinarian is on premises, the veterinarian will give his/her recommendation on whether MH is able to treat the animal or whether it needs to be transported to another veterinary clinic or like facility. The Municipality and County acknowledge that MH may be limited in its ability to treat all injuries due to limited space or lack of equipment (e.g., x-ray machine, etc.). MH, in its sole discretion may elect to refuse or accept delivery of sick or injured animals and procure the veterinary care it deems necessary and appropriate. The Municipality agrees to reimburse MH for the costs of emergency and required veterinary care within ten (10) days from the receipt of an invoice. At no time will the Municipality deliver any injured animal to the shelter during hours other than regular business hours unless the Municipality has made prior arrangements with MH. The cost of transporting animals that cannot be treated at MH, as well as the cost of such treatment at another veterinary clinic, will be borne by the Municipality if such costs are incurred during the mandatory waiting periods as required by State of Maine statutes.
- 8. MH will be responsible for finding "forever homes" and placement for all animals in its care. Whenever the ownership of an animal is ascertained, MH shall make a reasonable effort to notify the owner of the animal within 24 hours of determining the animal's owner.
- 9. In the event that euthanasia is required for reasons for public safety or welfare or in satisfaction of any obligation of the Municipality, MH shall be responsible for the humane euthanasia of any animal in its care using methods approved by the State of Maine.

- 10. MH will maintain regularly scheduled business hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this agreement and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals. From time to time, MH may close due to weather conditions, staff training, or other unforeseeable circumstances. Notice of any closings will be provided to the public as far in advance as possible.
- 11. MH will appoint competent and qualified agents for the carrying out of the responsibilities under this agreement, such agents to be responsible to the MH Board of Directors.
- 12. MH contact personnel, available to the Municipality during regular MH business hours and on an emergency basis during non-business hours, are as follows:
  - Erika Wood, Animal Care Manager. Office: 207-449-1366 ext. 206

In the event that this person is no longer employed by MH, MH will notify the Municipality and furnish the Municipality with the contact information for their successors.

- 13. MH shall provide systems to monitor medical and other information on each shelter animal.
- 14. On request of a resident of the Municipality, MH shall provide a list of the names and telephone numbers of the Municipality's or County's Animal Control Officer(s) and animal care providers who are available and on call for emergency services.
- 15. MH alone retains sole discretion to refuse delivery of one or more animals where such delivery renders MH unable to provide appropriate housing and/or disposition of delivered animals.

#### II. Ownership of dogs

MH will adhere to the mandatory waiting periods and ownership requirements for uncontrolled dogs as articulated in Title 7 M.R.S.A. §3913 and any amendments thereto.

#### III. Ownership of cats

MH will adhere to the mandatory waiting periods and ownership requirements for stray cats as articulated in Title 7 M.R.S.A. §3919 et seq. and any amendments thereto.

#### IV. Public service programs

MH shall provide at its sole cost and expense the following services:

1. A reduced-cost spay-neuter program for any animal owned by a resident of the Municipality, except that, in the event that MH determines that it is no longer feasible to offer such spay/neuter program, MH shall no longer be under any obligation to do so.

- 2. A volunteer program to encourage support for MH and its operation of the shelter.
- 3. Events designed to promote animal adoptions and to educate the public about animal welfare and the benefits of sheltering in general.
- 4. An adoption program designed to ensure that MH identifies and secures humane, permanent homes for the animals under its care.
- 5. MH makes every effort to promote Trap, Neuter and Return (TNR) for feral cats, and return feral cats that are spayed or neutered, vaccinated and ear tipped to the originating location when possible, and promote caregiver volunteerism and guardianship. The Town of Wiscasset agrees to work with MH and the community to permit and encourage TNR as the preferred method of dealing with feral cats. MH will accept confined stray cats, but recommends that cats believed to be strays be given a few days to return to their homes before they are fed or confined and considered to be lost or homeless.

#### V. Adoption fees and recordkeeping

- 1. MH will collect all adoption fees and shall keep proper financial records to account for same. MH will permit the Municipality and/or the County, at all reasonable times, to inspect and audit such records and shall make such reports of funds received as required by statute or regulation.
- 2. MH shall keep full and accurate records of all animals taken into custody, showing the date, place, reason and manner whereby animals were brought into custody, with a description of the animal and a record of its final disposition.

#### VI. Indemnification

- 1. The Municipality and the County shall indemnify and hold harmless MH, its employees, directors, officers and agents from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the Municipality, its employees, contractors or agents, in connection with the seizure, transportation or maintenance of stray dogs and cats during the mandatory waiting periods prescribed in Title 7 M.R.S.A. §3913, 3919 and 3919-A.
- 2. MH will indemnify and hold harmless the Municipality and the County from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of MH, its employees, contractors or agents, in connection with the operation of MH.

#### VII. Insurance

MH shall procure and maintain during the term of this agreement comprehensive general liability coverage that shall protect MH from claims of damages for personal injury including accidental and wrongful death, as well as claims arising from services rendered under this agreement, whether such services be by MH, by any subcontractor, or anyone employed directly or indirectly by either of them.

#### VIII. Agreement not assignable

MH shall not have the right, authority, or power to sell, mortgage, or assign this agreement or the powers granted to it, or any interest therein, nor any right, power or authority to allow or permit any other person or party to have any interest in the services outlined in this agreement without the written consent of the Municipality.

#### IX. MH's independent capacity from the Municipality

MH, its officers, employees, directors, agents and volunteers shall act independently of the Municipality and the County and not as officers, employees, agents or volunteers of the Municipality or the County.

#### X. Payment

1. In compliance with the terms and conditions of this agreement, the Municipality shall agree to pay the following to MH for the performance of its obligations and responsibilities:

The annual agreed payment shall be computed on the basis of \$1.45 per capita of the human population of the Town of Wiscasset. For purposes of this computation, MH has relied on the population count as reported in the most recent official census -3,742 residents. Accordingly, based on the Town of Wiscasset's 2020 census, the Municipality shall pay MH a flat annual fee of \$5,425.90.

- 2. Services NOT covered by the above computation that would result in additional payments to MH may include, but are not necessarily limited to:
  - A. An instance when any animal brought to MH by the Municipality or the County appears to be infected with rabies. In such instances, the Municipality shall be responsible for any veterinary fees and for transporting laboratory specimens for testing.
  - B. Instances in which, because of a pending legal action, an animal is boarded at MH at the request of the Municipality or the County for a period in excess of eight days, the Municipality shall pay MH a boarding fee of \$20.00 per dog, \$10.00 per cat, \$5.00 per small animal and \$5.00 per bird for each day over the eight days. These boarding fees include the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C where compensation for a dog or cat is \$5.00 a day, compensation for a female cat or dog with a litter that has not been weaned is \$8.00 a day, compensation for a rabbit is \$2.00 a day and compensation for a bird is \$1.00 a day. The boarding fees

collected by MH as listed above include the additional cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for any Municipality that intends to pay the fees listed in Title 7 M.R.S.A §3919-C alone.

- C. Animals that are legally impounded by the Municipality or the County and boarded at MH. In these instances, MH shall be paid \$20.00 per dog per night, \$10.00 per cat per night, \$5.00 per small animal per night and \$5.00 per bird per night. These boarding fees include the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C where compensation for a dog or cat is \$5.00 a day, compensation for a female cat or dog with a litter that has not been weaned is \$8.00 a day, compensation for a rabbit is \$2.00 a day and compensation for a bird is \$1.00 a day. The boarding fees collected by MH as listed above include the additional cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for any Municipality that intends to pay the fees listed in Title 7 M.R.S.A §3919-C alone.
- D. During the six-day waiting period as prescribed by Title 7 M.R.S.A. §3913 for dogs, the Municipality shall be responsible for the payment of all veterinary services furnished outside MH as described above in this agreement.
- E. During the waiting periods prescribed by Title 7 M.R.S.A. §3919 and 3919-A, for cats (with an ID), the 48-hour waiting period for unidentified cats and the 24-hour waiting period for feral cats, the Municipality shall be responsible for the payment of all veterinary services furnished outside of MH, as described above in this agreement.
- F. In the case of seizures due to cruelty and/or neglect, costs and fees for animal care are the Municipality's responsibility.
- G. MH has the capacity to provide veterinary support in cases of seizure due to cruelty and/or neglect, but these supports are only available for animals in its care. MH retains the right to place animals pending legal action into foster homes with established fosters, but will not provide medical care or assistance with case animals that the Municipality Representative chooses to manage and foster outside of MH.

#### XI. Agreement terms

It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for a period of one year from the date hereof. However, it is fully agreed that this agreement may be terminated by either party upon 90 days written notice to the other party of an intention to terminate this agreement or enter into a new agreement.

It is mutually understood and agreed by the parties hereto that the Municipality will defend this agreement with all due and proper diligence should it be challenged by any action in law. This

agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior or contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon the written consent of the parties hereto.

In the performance of this agreement, the Municipality and the County shall abide by all MH regulations as they presently exist and as they may hereafter be amended.

#### XII. Applicable law

The parties hereto agree that this agreement shall be construed and governed by the laws of the State of Maine and that, in the event of a conflict between the provisions of this agreement and any State of Maine statute, the State of Maine law will control, with the exception that, in the event that any animal boarding rates contained herein are in excess of any State of Maine statutory rates, the rates contained herein will control. Boarding fees, as stated above, reflect the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C in addition to the cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for any Municipality that intends to pay the fees listed in Title 7 M.R.S.A §3919-C alone.

MH agrees that all animal shelter management services performed for the Municipality shall be performed in full compliance with the applicable Federal and State of Maine laws, regulations and guidelines for such services.

It is understood and agreed by the Municipality, the County and MH that, in the event the Municipality's animal control ordinances are revised in such a way as to cause a substantial increase in the level of services to be performed by MH under this agreement, then such revisions shall not be covered by this agreement and the parties shall enter into negotiations regarding amendments to this agreement to address such revisions.

In witness whereof, the parties signify their acceptance of this agreement by their execution below.

TOW	N OF WISCASSET, MAINE	
Ву:	A d · 1D	 Date:
	Authorized Representative	
		Date:
	Print Name and Title	 
		Date:

## Witness Signature

## COUNTY OF LINCOLN, MAINE

By:		Date:
	Authorized Representative	
		Date:
	Print Name and Title	
	Witness Cioneture	Date:
	Witness Signature	
MID	COAST HUMANE	
Ву:	Kate Griffith, Marketing & Communications Manager	Date: 5/31/22
	Witness Signature	Date: 5/31/22

June 21, 2022

Motion: I move that the vote entitled, "Vote to Authorize \$346,371 School Revolving Renovation Fund Loan Forgiveness Grant Financing," be approved in form presented to this meeting and that the Clerk file an attested copy of said vote with the minutes of this meeting.

# VOTE TO AUTHORIZE \$346,371 SCHOOL REVOLVING RENOVATION FUND LOAN FORGIVENESS GRANT FINANCING

The Board of Selectmen of the Town of Wiscasset votes as follows:

- That under and pursuant to a Maine Department of Education School Revolving 1. Renovation Fund Eligibility Certificate dated January 31, 2022, issued to assist the Wiscasset School Department (the "Governmental Unit") in the financing of installation of an ADA compliant lift/elevator at Wiscasset Elementary School (the "Project"), and all other applicable law, the Chair of the Board of Selectmen (the "Chair") and the Treasurer be authorized in the name and on behalf of the Governmental Unit to execute and deliver a Loan Agreement between the Maine Municipal Bond Bank (the "Bond Bank") and the Governmental Unit to effect a loan from the Bond Bank to finance the Project in the principal amount of up to \$868,750, but of which amount \$346,371 of principal is forgiven by the Bond Bank (the "Loan Agreement"); and that the Loan Agreement be substantially in the form presented at this meeting, with such changes therein not contrary to the general tenor thereof as the Chair and the Treasurer may approve, the execution and delivery thereof to be conclusive evidence of such approval; provided however, that the Loan Agreement shall provide that if the Governmental Unit has prepaid all of the borrowed principal which has not been forgiven and which has been evidenced by bonds, the Bond Bank agrees that the bonds are paid and satisfied.
- 2. That under and pursuant to sections 5953-E and 6006(F) of the Maine Municipal Bond Bank Act, section 5772 of Title 30-A of the Maine Revised Statutes, and all other applicable law, the Chair and the Treasurer of the Governmental Unit be authorized to borrow in the name and on behalf of the Governmental Unit the sum of up to \$522,379 from the Bond Bank to finance the Project; that in connection therewith, the Chair and the Treasurer be authorized to issue general obligation securities (bonds or notes) of the Governmental Unit in an original principal amount of up to \$522,379, payable WITH NO INTEREST in ten (10) equal annual installments of principal, and to execute and deliver such general obligation bonds or notes (as so executed and delivered, the "Bond") in registered form under the seal of the Governmental Unit and attested by the Clerk; and that the Bond be dated on or about June 30, 2022, and be in such form as the Chair and the Treasurer may approve, the execution and delivery thereof to be conclusive evidence of such approval; provided however, that the Treasurer shall have prepaid the Bond on or before delivery thereof, and that such payment and satisfaction shall be indicated on the Bond by the Bond Bank.
- 3. That the Chair and the Treasurer, acting singly, be authorized in the name and on behalf of the Governmental Unit to execute and deliver an Assignment of monies transferred by the State of Maine to pay for Project costs and such other instruments, documents, certificates and

agreements, and to take or cause to be taken such further actions for and on behalf of the Governmental Unit, as may be necessary, convenient or appropriate to accomplish the Project and to effect the transactions contemplated by the foregoing votes and the documents referenced therein, and that the Clerk of the Governmental Unit be authorized to attest to the foregoing and attach the Governmental Unit's seal to any of the foregoing.

A true copy as adopted by the Board of Selectmen, attest:	
Linda Perry, Clerk	

Note: Include attested copy with meeting minutes

#### WARRANT SPECIAL TOWN MEETING

#### TOWN OF WISCASSET

Lincoln County, ss.

State of Maine

TO: Linda Perry, Town Clerk of the Town of Wiscasset: You are hereby required in the name of the State of Maine to notify the voters of the Town of Wiscasset of the special town meeting described in this warrant.

#### TO THE VOTERS OF THE TOWN OF WISCASSET:

You are hereby notified that a special town meeting will be held at the Wiscasset Middle High School, 272 Gardiner Road in the Town of Wiscasset on May 16, 2022 at 6:00 P.M. for the purpose of determining the following articles:

#### Article 1

To elect a moderator to preside at said meeting.

# ARTICLES 2 THROUGH 12 AUTHORIZE EXPENDITURES IN COST CENTER <u>CATEGORIES</u>

#### Article 2

To see what sum the Wiscasset School Committee will be authorized to expend for **Total Regular Instruction**.

Recommend - \$3,240,453.28

Explanation: This article covers salaries and benefits for regular education teachers and support personnel, as well as classroom supplies, equipment, books, and repairs.

#### Article 3

To see what sum the Wiscasset School Committee will be authorized to expend for **Special Education Instruction**.

Recommend - \$2,242,019.56

Explanation: This article provides salaries and benefits for special education teachers and support personnel, out of district placement(s) and professional services.

#### Article 4

To see what sum the Wiscasset School Committee will be authorized to expend for **Career** and **Technical Education**.

#### Recommend - \$0

Explanation: This article includes expenses for the Bath Regional Career and Technical Center.

#### Article 5

To see what sum the Wiscasset School Committee will be authorized to expend for **Total Other Instruction**.

#### Recommend - \$244,538.28

Explanation: This article includes costs to provide students with learning experiences not included under other educational programs (i.e. co-curricular, extra-curricular activities).

#### Article 6

To see what sum the Wiscasset School Committee will be authorized to expend for **Student** and **Staff Support**.

#### Recommend - \$588,449.35

Explanation: This article covers salaries and benefits of Guidance, Health, Technology, and Improvement of Instruction, Library, and Student Assessment.

#### Article 7

To see what sum the Wiscasset School Committee will be authorized to expend for **Total System Administration**.

#### Recommend - \$504,332.00

Explanation: This article provides salaries and benefits for the Office of Superintendent, Central Services, and the School Committee. It includes insurance, advertising, dues and fees, legal fees, and auditing expenses.

#### Article 8

To see what sum the Wiscasset School Committee will be authorized to expend for **School Administration**.

#### Recommend - \$565,017.00

Explanation: This article covers salaries and benefits for principals, assistant principals, and support staff. It includes equipment, supplies, dues and fees, and contracted services.

#### Article 9

To see what sum the Wiscasset School Committee will be authorized to expend for **Total Transportation and Buses.** 

Recommend - \$525,430.00

Explanation: This article covers expenses to transport students to and from school.

#### Article 10

To see what sum the Wiscasset School Committee will be authorized to expend for **Facilities Maintenance.** 

Recommend - \$1,361,831.03

Explanation: This article covers expenses for facilities operations, contracted services, and custodian salaries and benefits.

#### Article 11

To see what sum the Wiscasset School Committee will be authorized to expend for **Debt Service.** 

#### Recommend - \$0

Explanation: This article covers debt service related to the purchase of new school busses.

#### Article 12

To see what sum the Wiscasset School Committee will be authorized to expend for **Total All Other Expenditures – Other Food Service Transfer.** 

Recommend - \$70,000.00

Explanation: This article covers food service transfer.

#### ARTICLES 13 AND 14 RAISE FUNDS FOR THE PROPOSED SCHOOL BUDGET

#### Article 13

To see what sum the Town shall appropriate for the total cost of funding public education from pre-Kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and to see what sum the Town shall raise and assess as the Town's contribution to the total cost of funding public education from pre-Kindergarten to grade 12.

Required Local - \$3,366,938 Total Raised - \$5,910,708

#### Article 14 (written ballot required)

To see what sum the Town will be authorized to raise and appropriate in additional local funds.

The Wiscasset School Committee **recommends \$2,543,770** which exceeds the State's Essential Programs and Services allocation model by \$2,543,770 as required to fund the budget recommended by the school Committee. The school committee gives the following reasons for exceeding the State's Essential Programs and Services funding model by \$2,543,770: The additional local funds represent local costs to support the Wiscasset School Department school programs that are not included in the State's funding model, including costs for co-curricular and extra-curricular activities, transportation, and special education services.

#### Recommend - \$2,543,770

Explanation: The additional local funds are those locally raised funds over and above the Town's local contribution to the total cost of funding public education from pre-Kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the Town budget for educational programs.

#### **ARTICLE 15 SUMMARIZES THE PROPOSED SCHOOL BUDGET**

#### Article 15

To see what sum the Wiscasset School Committee will be authorized to expend for the fiscal year beginning July 1, 2022 and ending June 30, 2023, from the school administrative unit's contribution to the total cost of funding public education from pre-Kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, additional local funds for school purpose, under the Maine Revised Statutes, Title 20-A, Section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

Recommend - \$9,342,070.50

#### Article 16

To see if the Wiscasset School Committee will be authorized to appropriate \$12,500 for **Adult Education** and raise \$12,500 as the local share with authorization to expend and any additional, incidental, or miscellaneous receipts in the interest of the adult education program.

Recommend - \$12,500.00

#### Article 17

To see if the Wiscasset School Committee will be authorized to add to a "School Capital Reserve Fund" to fund capital improvement projects, maintenance of plant, facility upgrades and minor remodeling, emergency repairs, and capital equipment purchases, and to transfer up to \$422,379.00 from the Wiscasset School Department's undesignated fund balances to that reserve fund.

Recommend: a YES vote

Explanation: This reserve fund will be established in order to fund capital improvement projects, maintenance of plant, facility upgrades and minor remodeling, emergency repairs, and capital equipment purchases in the Wiscasset School Department.



#### Article 18

To see if the Wiscasset School Committee will be authorized to expend up to \$522,379 from the Capital Reserve Fund and to accept and expend \$346,371 of grant proceeds from the State of Maine School Revolving Renovation Fund to construct a handicapped elevator at the Wiscasset Elementary School with a total project cost of \$868,750?

Recommend: a YES vote

#### Article 19

To see if the Wiscasset School Committee will be authorized to expend available funds in the Special Education Reserve Fund (current balance is \$75,000) to pay unanticipated special education costs during the school year?

Recommend: a YES vote

ARTICLE 20: To see if the Wiscasset School Committee will be authorized to establish a Fuel Reserve Fund to pay unanticipated fuel costs exceeding amounts budgeted for fuel in the Transportation cost center and Facilities Maintenance cost center, and to transfer up to \$50,000 from available fund balances to the Fuel Reserve Fund, and to expend from the Fuel Reserve Fund to offset heating and transportation fuel costs that exceed budgeted amounts?

SRRF

Bond Bent Colden from

Recommend: a YES vote

#### ARTICLE 20 AUTHORIZES THE EXPENDITURE OF GRANTS AND OTHER RECEIPTS

#### Article 20

In addition to the amount in Article 15, shall the voters authorize the Wiscasset School Committee to accept and expend any state, federal, and other grants and receipts during the fiscal year beginning July 1, 2022, and ending June 30, 2023, for school purposes provided that such grants, aid and receipts do not require expenditures of local funds not previously appropriated?

**Recommend:** a **YES** vote

#### <u>ARTICLE 21 AUTHORIZES THE USE OF UNANTICIPATED INCREASE OR DECREASE IN</u> **STATE SUBSIDY**

#### Article 22

In the event that Wiscasset School Department receives more or less state education subsidy than the amount included in its budget, shall the School Committee be authorized to use all or part of the additional state subsidy to increase or decrease expenditures for school purposes in cost center categories approved by the School Committee, increase or decrease the allocation of finances in a reserve fund approved by the School Committee and/or decrease the local cost share expectation, as defined in Title 20-A, section 15671-A (1)(B), for local property taxpayers for funding public education as approved by the School Committee?

**Recommend:** a **YES** vote

Given under our hand this day, May 2, 2	022 at Wiscasset, Maine.
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Michelle Blagdon	Indriani blemus
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A majority of the School Committee members of the Town of Wiscasset

Linda Perry, Clerk, Town of Wiscasset A true copy of the Warrant attest:

Countersigned this 3<sup>rd</sup> day of May, 2022 at Wiscasset, Maine.

Sarah M. Whitfield

Kimberly H. Andersson

Dusty Jones

Pamela J. Dunning

Terry H. Heller

A majority of the Municipal Officers of the Town of Wiscasset, Maine.

A true copy of the Warrant and Notice of Election, attest:

Linda E. Perry, Municipal Clerk

Wiscasset, Maine

#### STATE OF MAINE NOTICE OF RETURN

COUNTY OF LINCOLN,ss.

I certify that I have notified the voters of Wiscasset of the time and place for the WISCASSET SPECIAL TOWN MEETING – 2022/2023 ANNUAL SCHOOL BUDGET MEETING by posting an attested copy of the warrant and a specimen ballot at:

# U.S. POST OFFICE WISCASSET TOWN OFFICE AMES TRUE VALUE WISCASSET COMMUNITY CENTER WISCASSET LIBRARY

Conspicuous, public places within Wiscasset, on <u>5-5</u> , 2022, which is at lea 7 days prior to the Special Open Town Meeting.	st
Dated at Wiscasset, this #5 <sup>Th</sup> day of May 2022.	
Signed: Constable	

21 High Street, Wiscasset, ME 04578 • 207-882-7161 • wpl@wiscasset.lib.me.us

#### **Trustees**

Richard Litz, President Linda Bleile, Vice Pres. Tom Boudin, Treasurer Tracy Joyce, Secretary Sherri Dunbar Lisa Hardman Deborah Olson Linda Pope Lisa Truesdell Terri Wells Steve Whitfield

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Corporators Joan Barnes Donald Blagden Susan Blagden Linda Bleile Tom Boudin Sherri Dunbar Cindy Fischer Judy Flanagan Sally Gemmill Lisa Hardman Tania Haves Tracy Joyce Ann Light Richard Litz Deborah Olson Linda Pope Alex Pugh Anneliese Pugh John Reinhardt Wendy Ross-Eichler Cheryl Rust Daniel Sortwell Stacy Souza Lisa Truesdell Will Truesdell Terri Wells Sarah Whitfield

Steve Whitfield Linda Winterberg June 6, 2022

Dennis Simmons, Town Manager Town of Wiscasset 51 Bath Road Wiscasset, ME 04578

Dear Dennis,

I am writing on behalf of Wiscasset Public Library to propose a change to the parking space allocation on High Street. The Library does not have a parking lot or specific parking spots on the street. We have an ongoing problem with all available High Street parking being used by people at the District Court or contractors working along High Street. These people often park their vehicles for the entire day. As a result, access to the Library is limited to people who have the ability to walk here. Many of our patrons are older and are unable to walk long distances. They are effectively prevented from using the Library.

To solve this problem, the Wiscasset Public Library Board of Trustees respectfully requests allocated parking on High Street. We would like to see the three parking spaces directly in front of the Library designated as "Library Parking Only during Library Hours." If this is not feasible, we request limited-time parking ("1 hour" or "30 minutes") in these spots.

Please let me know if you require additional information. Thank you for your consideration.

Yours sincerely,

Richard Litz, President

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Wiscasset Public Library Board of Trustees

cc: Dennis Simmons Wiscasset Selectboard





# **Town of Wiscasset**

### Office of the Town Manager

June 21, 2022

To: Wiscasset Selectboard

Ref: Town Manager's Report

The FY'21 audit is underway. It is late but auditing firms, like so many others, are suffering from a lack of employees and are struggling to keep up. I do expect to see it completed by the end of the month.

On June 16<sup>th</sup> I attended a daylong Human Resources Management conference at Thomas College. Keeping up with changes in employment laws and rules can be daunting but these conferences are very helpful to make sure that we are in compliance.

Envirovantage has finished their portion of the cleanup of the ash ponds at Mason Station. On Friday June 17<sup>th</sup> Jaime Madore (Ransom) and I, along with the DEP conducted a final inspection. All that currently remains is for the area to be seeded (town's responsibility). In the meantime, silt fencing is in place to keep the loose soils from running off into the river. Priority will be given to seeding the areas along the river first. I will now be working with Ransom to close out the EPA grant.

Bruce has been in contact with the contractor working on the Wawenock Block. They report that they have in interior of the building stripped to expose the inside of the exterior walls and that they are working on wood framing of the walls so that they may begin to remove the exterior bricks without the entire structure coming down. Bruce and I are scheduled to inspect the work done so for on Thursday June 23<sup>rd</sup>.

Enclosed in your supporting documents is the final report on the proposed increase in the sewer rates. I understand that this is a hard decision, but I feel that Rob, Cathy and Bill laid out the need and it is one that must be made. I am recommending the Board approve the proposed sewer rate increase as presented.

Enclosed is the annual contract for animal shelter services of the Midcoast Humane. There was a very minor increase in the fee (\$14.50) otherwise it is the same as previous years. I am asking the Board for permission to execute the contract.

There is a request from the school to authorize the Treasurer and Chairman of the Board to execute a loan agreement with the Municipal Bond Bank for a forgivable loan of \$346,371 towards the installation of an elevator at the Elementary school. (The school is currently not ADA compliant). Because the school is a department of the Town the statute requires the Board to authorize this. This request was part of the school budget that was approved May 16<sup>th</sup> and ratified June 14<sup>th</sup>. This is essentially a grant to the school, but because it is through the Bond Bank we have to satisfy the statutory approval requirements. Cathy Coffey should be on hand to answer any further questions.

There is a request from the Library for allocated parking on High Street. Article IX §3.17 authorizes the Selectmen to "...establish time limits for parking on any streets or parts of streets..." or to "...close streets or parts of streets or establish one ways streets..." It does not appear to give the Selectmen the authority to designate parking spaces to individuals or individual businesses. While I sympathize with the Library and their patrons, I do not recommend allocated parking. To do so would open a can of worms for others to request allocated parking as well. I do recommend that the Board authorize a one hour time limit for the three spaces in front of the Library.